

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAMES EVERETT SHELTON

Plaintiff

v.

MERCHANT SOURCE INC., et. al

Defendants

No. 2:17-cv-02851

Honorable Gerald J. Pappert

JOINT MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT AGAINST
DEFENDANTS GEORGE M. GRECO, JR. AND MERCHANT SOURCE INC.

Comes now James Everett Shelton, Plaintiff Pro Se in this matter, and GEORGE M. GRECO, Jr., individually and as President/CEO on behalf of MERCHANT SOURCE INC., Defendants in this action, and hereby jointly state as follows:

1. George M. Greco Jr., Defendant, hereby acknowledges that he has been sued individually and in his capacity as President/CEO and majority shareholder of Merchant Source Inc., a New York corporation.
2. George M. Greco Jr., hereby admits that he is the President/CEO and majority shareholder of Merchant Source, Inc., a New York corporation, which is one of the Defendants in this action. Mr. Greco hereby states under penalty of perjury that he is authorized to make legal decisions on behalf of the company.
3. Mr. Greco hereby acknowledges that he received the summons and complaint sent to him personally and to Merchant Source Inc. by certified mail on July 5th, 2017. Mr. Greco hereby agrees that both himself individually and Merchant Source Inc. were duly served under the Federal Rules of Civil Procedure. Defendants hereby waive any rights they may

have to contest or dispute said service of process, with respect to Mr. Greco individually and with respect to Merchant Source Inc.

4. Mr. Greco hereby acknowledges that he has read the Plaintiff's complaint and has conducted a diligent investigation of the Plaintiff's claims.
5. Mr. Greco hereby acknowledges that he has had the opportunity to consult with legal counsel with regard to this civil action. Mr. Greco states that he fully understands the implications, consequences, and ramifications of the lawsuit. The Defendants are voluntarily stipulating to the following without reservation or coercion.
6. Defendants hereby acknowledge and stipulate that subject-matter jurisdiction, personal jurisdiction, and venue lie properly with this Court, and agree that this Court may exercise jurisdiction over the claims against them in this matter.
7. Defendants Merchant Source Inc. and George M. Greco Jr. ("Defendants") hereby admit that all allegations contained in Plaintiff's complaint are true and correct. Defendants hereby admit that a total of twelve (12) telemarketing calls for sales purposes were placed to Plaintiff's cell phone number, 484-626-3942, which was listed on the National Do-Not-Call Registry. Defendants acknowledge that the telephone calls were not for emergency purposes, and that the Plaintiff had not provided his prior express consent to receive the telephone calls in question. Defendants further acknowledge that the Plaintiff received two (2) telemarketing calls from the Defendants after he e-mailed Defendants requesting not to receive any more calls. Defendants acknowledge that they failed to provide Plaintiff with a copy of their internal company Do-Not-Call policy, and failed to place the Plaintiff's number on their internal Do-Not-Call list, despite Plaintiff's written request.

8. Defendants hereby acknowledge that each and every Sales Call violation was “knowing and/or willful”, and therefore each violation should be subject to a treble damages award of \$1,500.00 per telemarketing call to a number on the National Do-Not-Call Registry.
9. Defendants hereby acknowledge that their failure and/or refusal to provide a copy of their internal Do-Not-Call policy was “knowing and/or willful” as defined by the TCPA and Do-Not-Call legislation, and agree that \$1,500.00 is an appropriate penalty for this violation.
10. Defendants hereby acknowledge that their failure to put Plaintiff’s number on their internal Do-Not-Call list was “knowing and/or willful” as defined by the TCPA and Do-Not-Call legislation, and agree that \$1,500.00 is an appropriate penalty for this violation.
11. Defendants hereby agree that the Plaintiff is entitled to recover \$21,000.00 in statutory damages, jointly and severally, as requested in Plaintiff’s complaint.
12. Furthermore, the Defendants publicly apologize to the Plaintiff for calling him in an annoying and disruptive manner, and assure the Plaintiff that he will not receive any additional telemarketing calls from the Defendants.
13. Mr. Greco hereby acknowledges that he is personally liable for the Plaintiff’s claims, and admit that it is appropriate for the corporate veil to be pierced in this case. Mr. Greco understands that this means that he is personally liable for damages to the Plaintiff, and hereby agrees and stipulates that the corporate veil may be pierced in this case.
14. Defendants acknowledge that Plaintiff will also be entitled to recover \$400.00 in court costs and \$30.00 in fees relating to service of process.
15. The parties to this action have discussed this matter via telephone and e-mail. In lieu of filing a formal Answer to this lawsuit, the Defendants hereby agree to irrevocably waive

all objections, affirmative defenses, answers, and/or counterclaims that could potentially be filed in this action.

16. The Defendants, Merchant Source Inc. and George M. Greco, Jr., hereby agree that the Court should enter a stipulated final judgment in favor of the Plaintiff in the amount of **\$21,430.00**. The parties will bear their own attorney's fees and other related legal costs.

17. The Plaintiff, James Everett Shelton, hereby states that he agrees with the foregoing statements, and states that he is not seeking to recover any additional damages beyond **\$21,430.00** in this case.

WHEREFORE, the Parties of this lawsuit hereby jointly move this Honorable Court to enter an Order:

- a. Awarding Plaintiff a stipulated final judgment against the Defendants, George M. Greco Jr. and Merchant Source Inc. as follows: \$21,000.00 in statutory damages, \$400 in court costs, and \$30.00 in fees relating to service of process.
- b. Directing the Clerk of Courts to close this case.

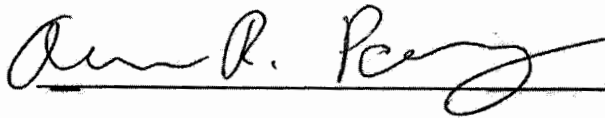
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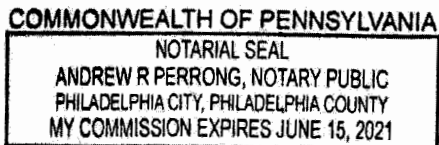
James Everett Shelton
Plaintiff, Pro Se
316 Covered Bridge Road,
King of Prussia, PA 19406
(484) 626-3942
Jamieshelton66@yahoo.com

Sworn and Subscribed to me this

27th day of July, 2017



(Notary Signature)



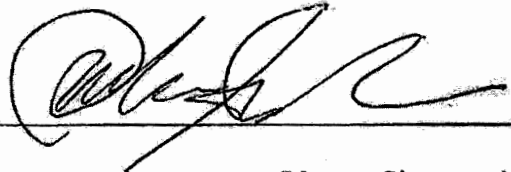


George M. Greco, Jr.
On behalf of himself, individually, and as
President/CEO and Authorized
Representative of Merchant Source Inc., a
New York corporation,
110 Jericho Turnpike, Suite 212
Floral Park, NY 11001
Office: (515) 492-3380
Cell: (516) 860-8572
George@merchantsourceinc.com

Defendants

Sworn and Subscribed to me this

14th day of July, 2017



(Notary Signature)

NADINE N. ANGELICO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AN6281013
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAY 13, 2021

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JAMES EVERETT SHELTON

Plaintiff

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Defendants

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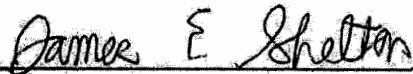
Honorable Gerald J. Pappert

STIPULATION FOR ENTRY OF FINAL JUDGMENT AGAINST DEFENDANTS

GEORGE M. GRECO, JR. AND MERCHANT SOURCE INC:

We, the Parties of this Civil Action, **James Everett Shelton**, Plaintiff, and **Greco M. Greco Jr.**, individually and as President/CEO of **Merchant Source Inc.**, Defendants in this action, hereby state that the foregoing Joint Motion Motion for Entry of Stipulated Final Judgment Against Defendants George M. Greco Jr. and Merchant Source Inc. was jointly drafted and agreed upon amicably and in good faith. We have agreed that Plaintiff, James Everett Shelton is entitled to recover from the Defendants \$21,000.00 in statutory damages, \$400.00 in court costs, and \$30.00 in fees relating to service of process, for a total judgment in the amount of **\$21,430.00**. The Plaintiff hereby states that he is not seeking to recover any additional damages beyond this amount, and the Defendants hereby state that they waive any and all counterclaims that may have been asserted against the Plaintiff.

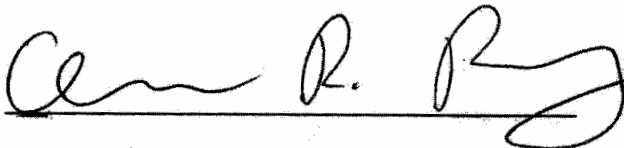
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James Everett Shelton
Plaintiff, Pro Se
316 Covered Bridge Road,
King of Prussia, PA 19406
(484) 626-3942
Jamieshelton66@yahoo.com

Sworn and Subscribed to me this

27th day of July, 2017



(Notary Signature)

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

ANDREW R. PERRONG, NOTARY PUBLIC
PHILADELPHIA CITY, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES JUNE 15, 2021

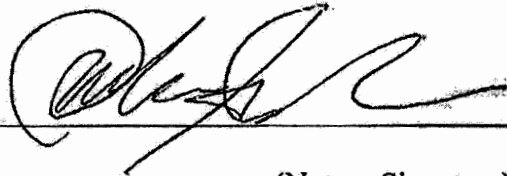


George M. Greco, Jr.
On behalf of himself, individually, and as
President/CEO and Authorized
Representative of Merchant Source Inc., a
New York corporation,
110 Jericho Turnpike, Suite 212
Floral Park, NY 11001
Office: (515) 492-3380
Cell: (516) 860-8572
George@merchantsourceinc.com

Defendants

Sworn and Subscribed to me this

14th day of July, 2017



(Notary Signature)

NADINE N. ANGELICO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AN6281013
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No. 2:17-cv-02851

ORDER GRANTING JOINT MOTION FOR ENTRY OF STIPULATED JUDGMENT

AND NOW, this _____ day of July, 2017, upon consideration of the Joint Motion for Entry of Stipulated Final Judgment Against Defendants George M. Greco, Jr. and Merchant Source Inc., and finding good cause that the parties' joint motion appears reasonable and in good faith, it is **ORDERED** that the Motion is **GRANTED**:

1. Plaintiff shall recover \$21,000.00 in statutory damages, \$400.00 in court costs, and \$30.00 in fees relating to service of process from the Defendants, for a total of **\$21,430.00**.
2. The Clerk of Court is directed to **CLOSE** this case.

PAPPERT, J.